

JS-6

**IN THE UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

Vita-Mix Corporation, Vita-Mix
Management Corporation, and Vita-Mix
Manufacturing Corporation,

Plaintiffs,

v.

Vevor Corporation, Vevor Inc., Vevor
Store Inc., HK Sishun Trade Co.,
Sanven Corporation, Sanven
Technology Ltd., Shanghai Sishun E-
commerce Co., Ltd, Shanghai Sishun
Mechanical Equipment Co., Ltd.,
Wildfiore Ltd, Rubao Jiao, and DOES
1-5,

Defendants.

Case No.: CV 23-1541-GW-MAAx

**CONSENT JUDGMENT AND
PERMANENT INJUNCTION**

Date: [Date]
Time: [Time]
Ctm: [Ctm.]

Case Filed: March 1, 2023
Trial Date: [Trial Date]

The parties, Plaintiffs Vita-Mix Corporation (“Vitamix Corp.”), Vita-Mix Management Corporation (“Vitamix Management”), and Vita-Mix Manufacturing Corporation (“Vitamix Manufacturing”) (collectively “Vitamix”) and Defendants Sanven Corp., Sanven Technology, Ltd., HK Sishun Trade Co., Shanghai Sishun E-commerce Co., Ltd, and Shanghai Sishun Mechanical Equipment Co., Ltd. (collectively “Defendants”) (together, Plaintiffs and Defendants may be referred to as the “Parties” or separately as a “Party”) hereby stipulate and agree as follows:

WHEREAS, Plaintiffs filed the above-captioned action on March 1, 2023, alleging willful patent infringement, trade dress infringement, and unfair

1 competition under the Patent Act, 35 U.S.C. §271, the Lanham Act, 15 U.S.C.
2 §1125(a), and related state law claims for unfair competition pursuant to Cal. Bus.
3 & Prof. Code §§ 17200 *et seq.* stemming from infringement by Defendants of
4 Plaintiff's patents and common law trade dress rights as described in the Complaint
5 (Dkt. 1), which is incorporated as if fully set forth herein;

6 **WHEREAS**, the Complaint was duly served on Defendants Sanven Corp.,
7 and Sanven Technology, Ltd. and the Clerk entered on June 23, 2023 a default as to
8 Defendants Sanven Corp., and Sanven Technology, Ltd;

9 **WHEREAS**, the Complaint was duly served on Defendants HK Sishun Trade
10 Co., Shanghai Sishun E-commerce Co., Ltd, and Shanghai Sishun Mechanical
11 Equipment Co., Ltd. on August 17, 2023; and this Court granted extensions of time
12 for Defendants HK Sishun Trade Co., Shanghai Sishun E-commerce Co., Ltd, and
13 Shanghai Sishun Mechanical Equipment Co., Ltd. to respond until November 7,
14 2023;

15 **WHEREAS**, the Parties agree that the Court may find:

16 1. That this Court has personal jurisdiction over each of the Defendants as
17 to the causes of action pleaded in the Complaint;

18 2. That Vitamix Management, on the dates relevant to the Complaint
19 through the present, owns all right, title, and interest in and to U.S. utility patent
20 numbers 8,690,116, RE45,655, RE45,308 and 8,814,011, as well as U.S. design
21 patent number D595,084. Collectively, the 116 Patent, 655 Patent, 308 Patent, 011
22 Patent, and 084 Patent are the "Patents-in-Suit;"

23 3. That Vitamix Corp. and Vitamix Manufacturing are the exclusive
24 licensees of the Patents-in-Suit;

1 4. That Vitamix owns all right, title, and interest in and to the trade dress
2 of The Quiet One® blender, shown below (“Vitamix Trade Dress”);



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11 5. That Defendants sold and offered for sale to consumers in the United
12 States the “Vevor Silent Blender,” which blender infringes the Patents-in-Suit and
13 Vitamix Trade Dress (the “Infringing Product”);

14 6. That Defendants represent and warrant, under penalty of perjury
15 pursuant to 28 U.S. Code § 1746, that they have sold 517 units of the Infringing
16 Product; and

17 7. That the Parties have further agreed that the Court shall enter final
18 judgement on the foregoing findings.

19 It is therefore,

20 **ORDERED, ADJUDGED AND DECREED** as follows:

21 1. The Patents-in-Suit are valid and enforceable, and that Defendants have
22 infringed at least one claim of each of the Patents-in-Suit by making, importing,
23 selling, and/or offering to sell the Infringing Product;

24 2. The Vitamix Trade Dress is nonfunctional and has acquired
25 distinctiveness, and that Defendants have infringed the Vitamix Trade Dress by
26 selling and offering to sell the Infringing Product;

1 3. Vitamix has been damaged by Defendants, jointly and severally, in the
2 amount of at least \$110,000, including attorney's fees, costs, and any prejudgment
3 interest to date (the "Judgment Amount");

4 4. Defendants will pay Vitamix the Judgment Amount within fifteen (15)
5 business days of executing this Consent Judgment. All payments shall be made by
6 wire transfer to: Vita-Mix Corporation;

7 5. Defendants, including their affiliates, subsidiaries, divisions, officers,
8 agents, employees, representatives, privies, successors, assigns and all those acting
9 for them or on their behalf, or acting in concert with them directly or indirectly who
10 receive actual notice of this Consent Judgment are hereby permanently enjoined
11 from: (i) advertising, marketing, promoting, manufacturing, exporting, importing,
12 distributing, offering for sale or selling the Infringing Product or any other products
13 that are likely to cause confusion, mistake, or deception among the trade or public
14 with respect to the Vitamix Trade Dress or are no more than colorably different than
15 the Infringing Product; and/or (ii) doing any other thing with respect to the Infringing
16 Product calculated or likely to cause confusion or mistake in the mind of the trade
17 or public or to deceive the trade or public into believing that the Infringing Product
18 is in any way associated or affiliated with or sponsored or endorsed by Vitamix;


19 6. Within thirty (30) days after entry of this Consent Judgment,
20 Defendants will inform any third party reseller or sales platform selling the
21 Infringing Product to remove the product from their catalogs and, within a
22 reasonable period of time not to exceed ninety (90) days after entry of this Consent
23 Judgment, will purchase back from such third party reseller or sales platform any
24 outstanding inventory of Infringing Products. Defendants will be responsible for
25 any costs associated with these actions;

26 7. Compliance with this Consent Judgment may be enforced by Vitamix
27 and its successors in interest or assigns;
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1 8. The Court retains jurisdiction to enforce or supervise performance
2 under this Consent Judgment; and

3 9. The parties stipulate to the entry of judgment consistent with the terms
4 stated herein.

5
6 Dated: November 9, 2023


HON. GEORGE H. WU,
U.S. DISTRICT JUDGE

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8
9 Read and approved,

10
11 /s/Christina Moser
Christina J. Moser (199027)
12 Brendan E. Clark (*pro hac vice*)
Baker & Hostetler LLP
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13 127 Public Square
Suite 2000
14 Cleveland, Ohio 44114
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15 Facsimile: (216) 696-0740
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16 bclark@bakerlaw.com

17 *Attorneys for Plaintiffs*

18 Dated: November 7, 2023

/Jacob A. Schroeder (by consent)
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Attorney for Defendants

Dated: November 7, 2023

1 I hereby declare, pursuant to the laws of the United States and under penalty
 2 of perjury, that I have read and am familiar with the foregoing Consent Judgment
 3 and Permanent Injunction, agree that the statements therein are true and correct, and
 4 am authorized to consent to entry of the foregoing Consent Judgment and Permanent
 5 Injunction on behalf of the Defendant set forth below, and do so consent.

6 Sanven Corp.

Sanven Technology, Ltd.

7 By: _____

By: _____

8 Its: _____

Its: _____

9 On Behalf of Sanven Corp.

On Behalf of Sanven Technology, Ltd.

Dated: October __, 2023

Dated: October __, 2023

10 Shanghai Sishun E-Commerce Co.,
 11 Ltd.

Shanghai Sishun Machinery
 Equipment Co., Ltd

12 By: _____

By: _____

13 Its: _____

Its: _____

14 On Behalf of Shanghai Sishun E-
 Commerce Co., Ltd.

On Behalf of Shanghai Sishun
 Machinery Equipment Co., Ltd

15 Dated: October __, 2023

Dated: October __, 2023

16 HK Sishun Trade Co

17 By: _____

18 Its: _____

19 On Behalf of HK Sishun Trade Co

20 Dated: October __, 2023